

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 504 of 1998

For Approval and Signature:

Hon'ble MR.JUSTICE H.R.SHELAT

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

UNITED INDIA INSURANCE CO.LTD.

Versus

MANJULABEN SHANABHAI THAKORE

Appearance:

MR PV NANAVATI for Petitioner

MR UI VYAS for Respondent No. 7

CORAM : MR.JUSTICE H.R.SHELAT

Date of decision: 02/11/98

ORAL JUDGEMENT

The opponents Nos. 1 to 6 filed M.A.C.P. No. 501 of 1993 in Motor Accident Claims Tribunal at Nadiad for compensation arising out the motor accident that took place on 5th November 1992 alleging that the husband of opponent No.1, father of opponents Nos. 2 to 5 and son of opponent No.6 died in motor accident. The petition was filed against respondent No.7 alleged to be the owner of the vehicle involved in the accident and the appellant alleged to be the insurer. Interim application Ex. 5 was preferred for compensation on no fault liability

available under Section 140 of the Motor Vehicles Act. The Tribunal allowed that application and ordered the appellant as well as respondent No.7 to pay Rs. 25,000/-. Feeling aggrieved by such order, the present appeal is filed.

2. The order is assailed only on one ground. It is the contention that Bashiram Mishra was the owner of the vehicle involved and he was the insured of the appellant. On the day of the accident respondent No.7 might be the owner but he was not the policy-holder and there was no contract between the appellant and respondent No.7 regarding indemnification. The order therefore passed is bad so far as the same relates to the appellant.

3. The contention does not gain a ground to stand upon. At the time of submission when a query was made and some papers were perused, it was divulged that Bashiram had sold the truck involved in the accident to respondent No.7 prior to the date of accident and policy was also came to be transferred in the name of respondent No.7 on 10th April 1992. When that is so, the Insurance Company can be said to have entered into the contract and accepted the liability to indemnify respondent No.7 in case of accident. It appears, that the accident when occurred at Nadiad and the Branch Office of the Insurance Company at Nadiad was having no intimation about the transfer of the policy, the plea has been taken, but when the Insurance Company at Pali in Rajasthan State after undergoing all transfer formalities informed the office at Nadiad, about transfer of policy the fact came to light that the respondent No.7, was on the day of accident the policy-holder of the Insurance Company and under the terms of the policy the company was liable to indemnify the respondent No.7. In view of the fact, the order passed against the Insurance Company, the appellant is perfectly right. No error has been committed by the Tribunal. Consequently, there is no justifiable reason to admit the appeal. The same is therefore hereby dismissed.

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(rmr).